XXXXXXXX

MEMORANDUM OF UNDERSTANDING between

THE GLOBAL INITIATIVE FOR CHILDREN'S SURGERY having its headquarters at 3026 NW Vaughan St. Portland OR 97210, USA

and

XXXXXX

DRAFT

WHEREAS The Global Initiative for Children's Surgery (hereinafter referred to as "GICS") a non-profit organisation with a 501(c)(3) status in the United States of America, is a consortium of providers, institutions, and organizations from around the world from low- and middle-income countries (LMICs)

and high-income countries (HICs) with representation from a variety of fields affecting children's health and surgery. GICS is committed to addressing children's surgical needs by engaging with, and being guided by, the needs and insights of local care providers in resource-challenged areas around the globe.

The aim of the GICS is to bring together providers and implementers of surgical services for children, along with health, advocacy, and policy experts to:

1. Analyse the current state of surgical care for children in LMICs;

2. Develop global, regional, national and local priorities to improve the delivery of surgical care for children in LMICs;

3. Identify and bring together resources to address those global, national, and regional priorities.

4. Address specifically:

    a) improving clinical care,
    b) assisting with infrastructure development
    c) assisting in teaching and training
    d) procuring and maintaining surgical/anaesthetic equipment
    e) creating joint research projects
    f) securing bids for funding in collaboration with our partners

WHEREAS XXXXXX

WHEREAS GICS and XXXX (who may be referred to individually as the "Party" and collectively as the "Parties") share the common goals and objectives with regard to offering innovative capacity-building tools to support the development of improved children's surgical care systems globally;

NOW THEREFORE, based on mutual trust and in spirit of cooperation, the Parties hereby agree to the following:

Article I – Objectives

1. The objective of this Memorandum of Understanding (hereinafter referred to as "MoU") is to provide a cooperative framework within which the Parties can develop and implement activities.

2. The Parties intend to utilise and leverage their existing resources and facilities for mutual benefit, and for the benefit of the activities' beneficiaries.

3. The parties will work together in good faith to provide a governance framework based on:

    - Providing strategic oversight and direction
    - Clearly defining roles and responsibilities at organisation, group and, where necessary, individual level
    - Aligning decision-making authority with the criticality of the decisions required
    - Providing coherent, timely and efficient decision-making.

DRAFT

Article II – Scope and Extent of Cooperation

1. The Parties agree to jointly pursue cooperation based on their respective mandates, mission, goals, needs, expertise, networks and work programmes.

2. Forms of cooperation to be developed and implemented under this MoU may include, *inter alia*, the following:

    a) Jointly implement projects;
    b) Jointly study areas of mutual interest;
    c) Co-host international conferences, symposia, workshops, and seminars;
    d) Explore innovative training and capacity building approaches;
    e) Develop funds and write joint funding proposals;
    f) Implement other activities that are consistent with the purpose of this MoU, as may be mutually agreed in writing between the Parties.

3. Each party will each be responsible for its own costs and expenses from participation in any associated activities unless otherwise agreed in advance.

Article III - Thematic Areas of Work

1. As a first step towards achieving the overarching objective mentioned above, the Parties have identified thematic areas to explore for collaboration, which can reasonably be expected to be realised in the framework of this MoU. They will be considered and complemented at any time when opportunities arise. They include, *inter alia*, the following:

    a) Capacity Building in Global Surgery and in particular, training and education;
    b) National Surgical, Obstetrical and Anaesthesia Planning;
    c) Sustainable Development in Global Surgery.

Article IV - Modalities for Cooperation

1. Both XXXX and GICS shall promote their work to their members and publicise events and activities

2. Standards expected of each party are:

    - To collaborate and co-operate - adhering to the governance structure set out in this MoU ensuring that activities are delivered and actions taken as required
    - To be accountable - managing and accounting to each other for performance of the respective roles and responsibilities set out in this MoU
    - To be open - raising concerns, issues or opportunities relating to the project
    - To learn, develop and seek to achieve full potential – sharing information, experience, materials and skills learnt from each other; developing effective working practices; working collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost
    - To adhere to statutory requirements and best practice - complying with applicable laws and standards including data protection legislation
    - To act in a timely manner - recognising any time-critical activities and responding accordingly to requests for support
    - To manage stakeholders effectively

DRAFT

- To act in good faith to support achievement of the key objectives of the parties

3 For every specific area of cooperation falling under this MoU, a specific agreement will be signed allowing the Parties to agree on technical and financial settings. Such agreements will include a detailed work programme and a breakdown of costs and will indicate funding modalities.

4. The activities associated with the MoU shall be contingent upon the availability of sufficient human and financial resources, and the Parties will jointly devise strategies for seeking resources to meet desired objectives.

5. The Parties shall designate representatives who will serve as primary contacts for the implementation of this MoU. The primary contacts will manage institutional communications between the Parties. If necessary, thematic contacts designated as needs arise will manage communication on substantive issues.

<u>GICS Primary contact:</u>

xxx
Secretary GICS
xxx

<u>XXX Primary contact:</u>

Article V – Use of Name and Emblem

1. Apart from the exclusive purpose of the execution of the clauses of this MoU, neither Party shall use the name, emblem, logo, trademark or any other elements of corporate identity to which the other Party holds the intellectual property rights or any abbreviation thereof, without the express prior written consent of the other Party in each case. In no event will the use of the Parties' name, emblem, logo, and trademark be granted for commercial purposes.

2. The Parties acknowledge that they are familiar with each other's ideals and objectives, and recognize that XXXX name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status and reputation of XXXX

Article VI – Publications

1. All joint publications must be submitted in advance to GICS publication committee for approval.

Article VII – Data Protection and Confidentiality

DRAFT

1. GICS shall be responsible for the protection of personal data on the Platforms and shall ensure all reasonable and appropriate measures be taken to protect personal data on their Platform.
2. Should a breach of personal data occur, GICS and XXXX shall, as soon as reasonably practicable, inform their Boards and shall take all necessary actions to minimize the effects of such breach.
3. Information shared as part of this collaboration must only be used for its intended purpose and protected accordingly

Article VIII - Entry into Force, Renewal and Termination

1. This MoU shall enter into force on the date of its last signature and will remain in force for three years.

2. This MoU may be amended by mutual written agreement of the Parties. Unless otherwise agreed, amendments may apply to any activities, which have not yet been implemented.

3. This MoU can be renewed through a further MoU or through an exchange of letters.

4. This MoU may be terminated by either Party on six months' written notice to the other Party. Such termination shall be without prejudice to a) the orderly completion of any on-going activity and b) any other rights and obligations of the Parties accrued prior to termination.

5. This MoU may be executed in separate counterparts by each of the Parties, both such counterparts together constituting but one and the same instrument. Such counterparts may be exchanged by confirmed facsimile transmission or in portable document format by electronic mail.

Article IX – Limitations

1. This MoU is not intended to be a legally binding document, and no legal obligations or rights shall arise between parties from this MoU. The parties enter into the MoU intending to honour all their obligations.

2. Nothing in or related to this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.

Article X – Disputes

1. Any disputes between the Parties arising out of this MoU shall be settled amicably through negotiation. Any difference that may not be so settled shall be brought to the attention of the signatories of this MoU or duly authorized representatives of the Parties for final resolution.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present MoU in the English language, in duplicate on:

Date:

XXXXXX

Date:

DRAFT

XXXXXX
Chair of the Board of Directors of GICS

Date:

DRAFT